

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dole Food Company, Inc.		09/25/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	77746007	DOLE	
Serial Number:	77780056	GELICIOUS	
Serial Number:	77778796	SALAD GUIDE	
Serial Number:	77775074	DOLE	
Serial Number:	77690978		
Serial Number:	77773442	DOLE	
Serial Number:	77773377	DOLE	
Serial Number:	77772880	DOLE	
Serial Number:	77770690	DOLE	
Serial Number:	77707964	READY FRUIT	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		

CH \$265.00 77746007

900144033

TRADEMARK
REEL: 004069 FRAME: 0173

Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:

Jean Paterson

Signature:

/Jean Paterson/

Date:

09/25/2009

Total Attachments: 6

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Supplemental Trademark Security Agreement

This **Supplemental Trademark Security Agreement**, dated as of September 25, 2009, by Dole Food Company, Inc. (the "Pledgor") in favor of Deutsche Bank AG New York Branch ("Deutsche Bank AG"), in its capacity as collateral agent (in such capacity, the "Collateral Agent"), pursuant to the Security Agreements (as defined below).

WITNESSETH:

WHEREAS, reference is made to (i) that certain Credit Agreement dated March 28, 2003, amended and restated on April 18, 2005, and further amended and restated on April 12, 2006, and as amended on March 18, 2009 (as amended, the "Term Credit Agreement") among DHM Holding Company, Inc., a Delaware corporation ("Holdings"), Dole Holding Company, LLC, a Delaware limited liability company ("Intermediate Holdco"), Pledgor, as borrower (in such capacity, the "U.S. Borrower"), Solvest, Ltd., a company organized under the laws of Bermuda (together with the U.S. Borrower, the "Borrowers"), the Lenders from time to time party thereto, Deutsche Bank AG, as collateral agent (in such capacity, the "Term Agent"), and (ii) that certain Credit Agreement dated April 12, 2006, as amended on March 18, 2009 (the "ABL Credit Agreement") among Holdings, Intermediate Holdco, the U.S. Borrower, the Lenders from time to time party thereto, and Deutsche Bank AG, as collateral agent (in such capacity, the "ABL Agent");

WHEREAS, Pledgor is party to (i) that certain U.S. Security Agreement dated March 28, 2003, amended and restated on April 12, 2006, and as amended on March 18, 2009, executed in connection with the Term Credit Agreement and made in favor of the Term Agent (as amended, the "Term Security Agreement") and (ii) that certain Security Agreement dated April 12, 2006, as amended on March 18, 2009, executed in connection with the ABL Credit Agreement and made in favor of the ABL Agent (as amended, the "ABL Security Agreement" and together with the Term Security Agreement, the "Security Agreements"),

WHEREAS pursuant to each of the Security Agreements, Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement;

WHEREAS, Pledgor has acquired the additional trademarks set forth on Schedule I attached hereto (the "Trademarks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreements and used herein have the meaning given to them in the Security Agreements.

SECTION 2. Grant of Security Interest in Trademarks. The Pledgor hereby pledges and grants to the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreements. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreements and to the Trademark Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreements or the Trademark Security Agreement, the provisions of the Security Agreements shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DOLE FOOD COMPANY, INC.
as Pledgor

By: 


Name: Beth Potillo

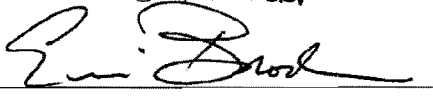
Title: Vice President and Treasurer

[Signature page to Supplemental Trademark Agreement]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: William Froven
Title: Managing Director

By: 
Name: Eric Brook
Title: Managing Director

[Supplemental Trademark Security Agreement]

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

APPLICATION NUMBER	TRADEMARK
77/746007	DOLE
77/780056	GELICIOUS
77/778796	SALAD GUIDE
77/775074	DOLE
77/690978	Miscellaneous Design
77/773442	DOLE
77/773377	DOLE
77/772880	DOLE
77/770690	DOLE
77/746007	DOLE
77/707964	READY FRUIT